



August 7, 2019

IMPORTANT NOTICE
BCA AND IBB LOCAL 128 SETTLEMENT
EFFECTIVE JULY 28, 2019

Dear BCA Member Contractor:

The Boilermaker Contractors' Association (BCA) and the International Brotherhood of Boilermakers (IBB) Local Lodge 128 have reached a settlement for the ICI Agreement.

Attached is the BCA / IBB Local 128 Memorandum of Agreement detailing the amendments from the settlement. Please note these amendments are **effective July 28, 2019.**

As previously communicated, the Wage and Benefit Schedule is posted on the BCA website under "Current Wage and Benefit Schedule" at <http://bcacanada.ca/bca-negotiated-agreements-ontario>

Highlights of the BCA / IBB Local Lodge 128 ICI Agreement include:

- Qualification Language:
 - Union to dispatch Boilermakers with a valid Certificate of Qualification and/or Red Seal and certified Boilermakers Welders
 - For those Boilermakers grandfathered with no CofQ – Union to provide evidence to BCA (within 6 months) that they held membership in the IBB prior to April 30, 2019
- Update to WHMIS **2015 GHS** Training – members to be dispatched with as part of Job Ready Dispatch within one (1) year
- Update to **Version 6.0** of the Canadian Model
- Option for Employer to schedule **two 30-minute** paid breaks on a 10 or 8 hour shift in lieu of the regular scheduled coffee and lunch breaks
- Requirements for weekend overtime may be waived at the discretion of the Employer in the event of a pre-planned and pre-approved absence, or if the Employer authorizes an unplanned absence (previously stated employee's supervisor)
- Variances beyond a **half (0.5)** hour of 7:00am and 6:00pm shall be mutually agreed by the Employer and Business Manager/Secretary-Treasurer (*previously approval was required for variances beyond one (1) hour*)
- Employees to provide banking information to Employers at sign-in
- Improvements to Employer Name Hire per Alberta (L146) Tank Letter
- Employer able to transfer 100% of their workforce (provided the Employer maintains the Apprentice to Journeyman (1:3) ratio required in Article 27.01)
- 3 Year Term
- On unscheduled overtime, when the employee works through overtime meal break, payment for a meal allowance of \$30.00 plus one half hour of **double** wages in lieu of

unscheduled OT meal and meal break (previously \$30.00 plus one half hour at straight time wages)

Should you have any questions please contact Marty Albright or Leslie Mullaly at the BCA Office at (905) 684-2244.

PLEASE ENSURE MEMBERS OF YOUR ORGANIZATION ARE NOTIFIED ACCORDINGLY

MEMORANDUM OF AGREEMENT

Amendments to the Collective Agreement



BETWEEN



**THE INTERNATIONAL BROTHERHOOD OF BOILERMAKERS,
IRON SHIP BUILDERS, BLACKSMITHS, FORGERS
AND HELPERS**

(hereinafter referred to as the "Union")

**ON ITS OWN BEHALF AND ON BEHALF OF LOCAL
LODGE 128**

(hereinafter referred to as the "Local Lodge")

AND

**THE BOILERMAKER CONTRACTORS' ASSOCIATION
ON ITS OWN BEHALF AND ON BEHALF OF THE BOILERMAKER
CONTRACTORS' ASSOCIATION OF ONTARIO**

*(On behalf of each of its member companies hereinafter referred to as the
"Employer")*

Attached hereto are amendments, which describe the changes and/or additions to the old Agreement for Ontario, which includes the Master Portion and Appendix for Ontario that expires on April 30, 2019.

The Union and the Employer have agreed to all changes herein.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

Dated at Toronto this 25 day of July 2019.

FOR THE UNION:

FOR THE EMPLOYER:



Arnie Stadnick
International Vice President
International Brotherhood of Boilermakers,
Iron Ship Builders, Blacksmiths, Forgers
and Helpers



Marty Albright
Director of Labour Relations
Boilermaker Contractors' Association

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

COVER PAGE - *Revise dates to read:*

Effective: July 28, 2019 to April 30, 2022.

CHANGES TO ARTICLES

ARTICLE 1.00 – PURPOSE

Amend Article 1.01 to read:

1.01

The purpose of this Agreement is to govern wages and working conditions within the province of Ontario to promote orderly harmonious relationships between the Employer and its employees. The Union agrees to cooperate with and assist the Employer in every legitimate way to conduct a successful business, bearing in mind that both parties must give service to the public.

The Boilermaker Industry is committed to the prevention and elimination of occupational injuries and illnesses and supports the pursuit of a safety culture achieved by all workplace stakeholders understanding their health and safety responsibilities and through the continuous improvement of occupational health and safety. All workplace stakeholders recognize that the health and safety of Boilermakers is of paramount importance and the compliance with all employment and safety related statutes is mandatory.

The parties agree that the Memorandum of Agreement dated **July 25, 2019** for Ontario forms part of this Agreement.

For work in Nunavut, Northwest Territories, Yukon, and the District of Mackenzie, please contact the International Office of the International Brotherhood of Boilermakers and the Boilermaker Contractors' Association Office.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

ARTICLE 3.00 – MANAGEMENT RIGHTS

Amend Article 3.06 to read:

3.06

Boilermaker General Foreperson shall be utilized by an Employer whenever they have established this level of supervision on their work on a project and when the number of employees reaches the level established; or when this level is appropriate to the size and nature of the job as determined by the Employer.

The Employer shall discuss in advance of the job commencing, the availability of qualified **Boilermaker General Foreperson** with the Business Manager/Secretary-Treasurer or their designated Business Representative and consideration will be given to members of the Local Lodge, however, the final selection of a **Boilermaker General Foreperson from any Local Lodge**, and the determination and acceptance of their qualifications, shall be the sole prerogative of the Employer.

Amend Article 3.07 (f) to read:

3.07

f) As the labour provider for Contractors working under the BCA Collective Agreement the Union will dispatch Boilermakers with a valid Certificate of Qualification and/or Red Seal, Boilermakers grandfathered with no Certificate of Qualification, and certified Boilermaker Welders that are qualified to perform the work. Permit workers may be dispatched under the following conditions:

- Other trades with a Certificate of Qualification
- Shop employees with relevant experience but no Certificate of Qualification

Such workers shall have the necessary skills required to work as a Boilermaker, in accordance with Article 4.02.

FOR MEMORANDUM OF AGREEMENT ONLY:

The Union shall provide evidence for those grandfathered that they held membership in the IBB prior to April 30, 2019.

The parties agree to 6 months to create the list.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

ARTICLE 4.00 – UNION SECURITY AND DUES COLLECTION

Amend Article 4.09 to read:

4.09

The Employer will notify the Job Steward and the Local Union Office of any transfers, suspensions, layoffs, quits, disciplinary notices or terminations in a timely manner via fax or electronic means.

ARTICLE 7.00 – WORKING CONDITIONS, SAFETY MEASURES, HEALTH AND SANITATION

Amend Article 7.06 to read:

7.06

The Union agrees to provide the Employer with qualified employees (including apprentices) who hold the following core health and safety training, WHMIS 2015 (GHS), Confined Space Entry, Audiometric Testing (effective May 1, 2017), Fall Arrest/Fall Protection and Quantitative Respirator Fit tested. Where required by the customer/client potential employees shall have current CSTS certification or equivalent and H2S Alive.

The Union agrees to provide the Employer with qualified employees (including Apprentices) when requested, to perform personwatch duties when required and when such personwatch is within the Employer's control.

Employees who are required by the Employer to do online Employer Orientation or Safety Training shall be paid for the employer allotted time required to do the Orientation/Training upon hire.

FOR MEMORANDUM OF AGREEMENT ONLY:

WHMIS 2015 GHS Training to be completed within 1 year.

Amend 7.08 to read:

7.08

The Parties agree to adopt the July 1, 2018 Version 6.0 Canadian Model for Providing a Safe Workplace Alcohol & Drug Guidelines and Work Rule. Adoption of Version 6.0 of the Canadian Model does not represent agreement by the parties to any portions of the Canadian Model that may violate any rights an employee may have under the Ontario Human Rights Act and/or the Canadian Charter of Rights and Freedoms.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

ARTICLE 8.00 – WELDING TESTS

Amend Article 8.01 to read:

8.01

Any welder who is required to take a **TSSA Weld Test**, if required by the Employer, shall be paid for weld time required (to a maximum of four (4) hours per test), upon successful completion.

Employees who are required by the Employer to have a specialty **TSSA** welding ticket(s) (or equivalent) at the time of hire shall have the required ticket(s), for the job, valid at the time of termination.

Amend Article 8.02 to read

8.02

Should **additional testing** be required by the Employer, the employee shall be paid for the time to take such **additional tests**.

When a welder is required to perform a test of a type other than a standard Provincial test, the Employer shall, on request, make available suitable material to allow a brief period of practice prior to taking the actual test.

Amend Article 8.03 to read:

8.03

Any welder possessing a current **TSSA weld test** certificate of qualification, who is instructed to proceed to take tests, necessitating their having to travel outside of the city limits of the city in which they reside or are employed, shall be reimbursed in an amount necessary to compensate them for travelling time, transportation, travel expenses, subsistence allowance, if applicable. The Employer and the Union will communicate and mutually agree to related costs and test location(s) before proceeding with the testing.

ARTICLE 22.00 – PAY DAY

Amend Article 22.01 to read:

Employees shall provide banking information to Employer at sign-on.

Employees shall be paid weekly during working hours, not later than Thursday (unless the established project pay day is Friday). In no case shall more than five (5) regular working days be held back in any one payroll period.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

In the event the employees pay including subsistence is short, the employee shall be made whole as soon as possible, no later than the next pay period or the employee will receive two (2) hours pay per day until such time as the employee is made whole. This does not apply to disputed pay.

ARTICLE 27.00 – APPRENTICES AND APPRENTICESHIP FUND

Amend Article 27.01 to read:

In the Province of Ontario: Boilermaker Apprentices, when available, shall be employed on work covered by this Agreement in the ratio of one (1) Apprentice to three (3) Journeyperson(s) including the welders list if the apprentice is so qualified. An Employer having more than one job in any given Lodge area may satisfy this requirement on an overall basis within the Lodge area.

It is recognized that there may be situations in which the above ratio would be impractical. In order to obtain relief, the Employer must consult with the Business Manager/Secretary-Treasurer of the Local Lodge and reach a mutually acceptable solution. When the intent of the foregoing has been met, the Union shall not refer additional Apprentices in lieu of Journeyperson(s) without the Employer's agreement.

Apprentices shall not progress to Journeyperson wage rate until they have successfully completed their Certificate of Qualification (CofQ) or Boilermaker Red Seal where applicable.

Apprentice intakes will consist of up to twenty-five percent (25%) Helmets to Hardhats (H2H) candidates if available.

ARTICLE 30.00 – TANK WORK EMPLOYERS

Amend Article 30.01 to read:

30.01

The Union and Employers agree to comply with the letter dated July 25, 2019 relating to the performance of tank work (See Letter No. 3).

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

Letter #3

**Letter of Understanding
Between
Boilermaker Contractors' Association
And
The International Brotherhood of Boilermakers**

Tank Work Employers Letter (Referred To In Article 30.00)

Because of the nature and requirements of the work, the Union and the Employers have agreed to the following Letter of Understanding for the performance of the following work:

The erection, dismantling, rework, repair, or demolition of: storage tanks, reservoirs, standpipes, water towers, spheres and other plate work erection which has traditionally been considered by the Union and Employer as falling under the scope and intent of "Tank Work".

The Employers have agreed with the Union as to the importance and requirements of employing qualified members of the Local Lodge whenever they are available. The Union has recognized the nature of the experience and qualifications required for this work. The Employer will consult with the Business Manager of the Local Lodge having jurisdiction over the project ten (10) days in advance of the start of the project regarding manpower requirements.

The Employer with mutual agreement with the Local Business Manager will be permitted to name hire from the Out of Work List of the Local Lodge, two (2) employees who are qualified to and will perform the operation of any automatic welder. The employer may also select six (6) Journeypersons from any Out of Work List of the Local Lodge for every New Project for up to the first four tanks. For every additional group of four tanks or part thereof the Employer will be extended the same name hire provisions as above.

The next five (5) Employees will be dispatched from the Local Out of Work List without regard for name hire privilege.

All additional Employees shall be dispatched on the basis of 50% name hire.

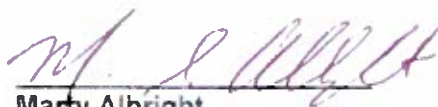
The Employer will be able to transfer 100% of their workforce provided the Employer maintains the Apprentice to Journeyperson ratio required in Article 27.01.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

- (a) Inclement Weather: When an employee reports to work and cannot work because of inclement weather they shall be paid two (2) hours reporting time and the employee must remain on the job for the two (2) hour period, unless otherwise instructed by the Employer's supervisor. When an employee has commenced work and is instructed to stop due to inclement weather, they shall be paid for the actual time worked. In no case shall an employee receive less than two (2) hours pay.
- (b) Work Not Available. When an employee reports to work and is not given the opportunity to work because none is available or was not advised before the completion of the previous day's work, they shall be paid two (2) hours reporting time and allowed to leave the job immediately.
- (c) When an employee has started to work on their regular shift and is instructed to stop, they shall be paid for the actual time worked. In no case shall the employee receive less than two (2) hours pay.
- (d) If an employee stops work for reasons of their own, and without the approval of the Employer, they shall be entitled to pay only for the hours actually worked in the day and minimum conditions shall not apply.
- (e) Subject to all of the above, it shall be the Employer's prerogative to decide whenever work shall be stopped during the day for any reason.

Dated: July 25, 2019

**Signed on behalf of the:
Boilermaker Contractors'
Association**



**Marty Albright
Director of Labour Relations
Boilermaker Contractors'
Association**

**Signed on behalf of the:
International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers**



**Arnie Stadnick
International Vice President
International Brotherhood of
Boilermakers**

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

Add Memorandum of Agreement Overlay – Metalizing as follows:

Letter #6

**MEMORANDUM OF AGREEMENT
OVERLAY - METALIZING**

ARTICLE 1.00

It is expressly understood and agreed that the application of the provisions of this agreement shall be confined entirely to work performed by any contractor member of the Boilermaker Contractors' Association for all provinces except Quebec (BCA) in connection with the preparation of the site, plant equipment, or Employer equipment and the operation of the Employer's specially designed equipment in the application of the overlay or metalizing process to existing plant equipment (i.e. duct, boilers, tanks, vessels, shafts, fans, etc.). It is further understood and agreed that all work performed by the Employer within the jurisdictional claims of the International Brotherhood of Boilermakers (IBB) and shall be performed in accordance with the rules and provisions of the local or area agreement covering such work.

ARTICLE 2.00

The Employer may use members of the IBB regularly employed by the Employer that are specifically trained to operate the aforesaid specially designed equipment on all work as set forth in Article 1.00 above, in any and all locations or areas in Canada within the scope of the IBB's charter; provided, however, that the Employer and the Local Union establish training on their specific equipment at either the local union training facilities or the Employer's properties to achieve sufficient and qualified local personnel wherever possible and when available.

ARTICLE 3.00

This MOA will only be afforded to those companies prepared to establish a physical Canadian operation with a focus on training to provide jobs for Canadian Boilermaker welders. To that end any company requesting participation in this MOA prior to sign-on will be required to provide a transition plan clearly stating how the U.S. Technicians will eventually be replaced by Canadian Boilermaker welders within a stipulated time frame. Any and all other Articles, Terms and Conditions of the area labour construction agreement shall apply.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

ARTICLE 4.00

Any and all funds referenced in the area construction labour agreement shall be paid in accordance with the said labour agreement. This would include but is not limited to pension funds, health and welfare funds, apprentice training funds, BCA administration funds and any other union monetary funds including union dues and field dues. Any and all such funds will be paid by means of hours earned. These rates can be used by the Employer in the performance of maintenance, shutdown and/or turnaround applications. The area maintenance agreement, if applicable, will prevail for any monetary provisions.

ARTICLE 5.00

This agreement shall become effective May 10, 2017 and will remain in effect until June 30, 2020 and from year to year thereafter unless written notice to terminate or amend the agreement is filed by either Party at least ninety (90) days prior to the expiration date.

Dated this 15th day of May, 2017

**INTERNATION BROTHERHOOD
OF BOILERMAKERS (IBB)**

**BOILERMAKER CONTRACTORS'
ASSOCIATION (B.C.A)**

SIGNATURE ON FILE

SIGNATURE ON FILE

JOSEPH MALONEY

MARTY ALBRIGHT

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

Letter #7

**Letter of Understanding
Between
Boilermaker Contractors' Association
And
The International Brotherhood of Boilermakers**

Letter of Understanding Related to Article 8.00 – Weld Tests

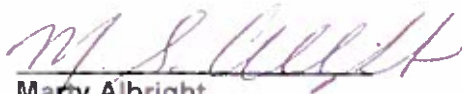
Contractors will report failed tests to the Local dispatch hall and the BCA. Such reports will identify the individual, the date, the location of the test, the weld process and position failed.

The Local dispatch hall will record and track all reported failed weld tests. Any IBB member failing three (3) weld tests within any calendar year will be required to upgrade their skills and complete a weld test prior to being dispatched as a welder. The weld test referred to above relates specifically to Carbon and Stainless Steel weld processes.

This letter of understanding will expire with expiration of the current contract.

Dated this 25th day of July, 2019

Signed on behalf of the:
Boilermaker Contractors'
Association



**Marty Albright
Director of Labour Relations
Boilermaker Contractors'
Association**

Signed on behalf of the:
International Brotherhood of
Boilermakers, Iron Ship Builders,
Blacksmiths, Forgers and Helpers



**Arnie Stadnick
International Vice President
International Brotherhood of
Boilermakers**

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

APPENDIX – ONTARIO

Master Portion and Appendix to be merged into one Agreement.

ARTICLE 14.00 – HOURS OF WORK

Amend Article 14.01 to read:

14.01

The Employer does not guarantee to provide work to any employee for regularly assigned hours or any other hours, except as provided for in Article 18.00. Eight (8) hours per day shall constitute a normal day of work. The normal hours of work shall be between the hours of 7:00 a.m. and 6:00 p.m. for an eight (8) hour day with one-half (1/2) or one (1) hour for lunch at the midpoint of the shift. Forty (40) hours shall constitute a normal week's work, Monday through Friday inclusive.

Variances beyond a half (0.5) hour of 7:00 a.m. and 6:00 p.m. shall be agreed mutually between the Employer and the Business Manager/Secretary-Treasurer. The half (0.5) hour variance is conditional upon the Employer giving the Union and affected employees appropriate advance notice.

If the foregoing starting or quitting times are changed without mutual agreement, applicable overtime rates shall be paid for any time worked before or after the above hours as a result of the change of times.

Amend Article 14.05 to read:

14.05

Two rest or coffee breaks of 10 minutes each shall be established by the Employer on each 8 hour shift. If overtime is to follow the regular 8 hour work shift, a further 10 minute rest or coffee break shall be established before commencing overtime. At the sole discretion of the Employer, where a scheduled 10 hour work day is established the rest or coffee breaks may be either three breaks of 10 minutes each, (described above) or two breaks of 15 minutes each.

When working ten (10) hour shifts the employer may schedule two thirty minute breaks in each shift in lieu of the regular scheduled coffee and lunch breaks on such shifts. When the employer chooses to schedule two thirty minute breaks (in lieu of the regular scheduled coffee and lunch breaks), there will be a thirty (30) minute paid break in the first five hours of the shift and a thirty (30) minute paid break in the second five hours of the shift.

When working eight (8) hour shifts the employer may schedule two thirty minute breaks in each shift in lieu of the regular scheduled coffee and lunch breaks on such shifts. When the employer chooses to schedule two thirty

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

minute breaks (in lieu of regular scheduled coffee and lunch breaks), there will be a thirty (30) minute paid break in the first four hours of the shift and a thirty (30) minute paid break in the second four hours of the shift.

ARTICLE 16.00 – OVERTIME

Amend Article 16.01 to read:

16.01

- a) When an employee is required to work in excess of the regular hours, Monday through Friday inclusive, or to work any hours on Saturdays, Sundays, or Recognized Holidays, they shall be paid overtime at double (2) time rates.
- b) Shift premiums as provided for in the appropriate Appendix shall apply for all hours worked on Saturdays, Sundays and Recognized Holidays. The shift premium shall not be compounded for overtime hours worked.
- c) It is understood that under no circumstances can it be construed that employees working on a day shift that runs into extended overtime, will earn an entitlement for shift premium pay.
- d) Monday through Friday, each employee must have worked all the available scheduled straight time hours of a day before receiving overtime pay for hours worked thereafter on the same day. The above requirements may be waived at the discretion of the Employer in the event of a pre-planned and pre-approved absence or if the Employer authorizes an unplanned absence. This discretion will be applied in a fair and consistent manner.

Amend Article 16.02 to read:

16.02

- a) When an employee works more than 10 hours, a free meal (hot when possible) and beverage will be provided by the Employer immediately after the conclusion of 10 hours, and at each 4 hour interval thereafter. The employee shall be allowed a 30 minute meal break and shall be compensated at the straight time rate of pay. At their option, the Employer may advance the meal break to the conclusion of the normal working hours or any time between then and the conclusion of the 10 hours.

On scheduled overtime, the foregoing may only be changed by mutual consent of the Business Manager/Secretary-Treasurer or their Designate and the Employer prior to the commencement of the job.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

On unscheduled overtime where the employee works through the overtime meal break and it is impractical to adhere to the foregoing, a meal allowance of \$30.00 plus one half hour of double (2) the regular hourly rate will be paid in lieu of the meal and meal break. The employee shall also receive a paid coffee or rest break (15 minutes) at the applicable rate.

Where a supervisor is required to:

- (i) Start up to one (1) hour earlier, or
- (ii) Finish up to one (1) hour later, or
- (iii) Start up to one half (1/2) hour earlier and finish up to one half (1/2) hour later than the supervisor's crew, for the purposes of organizing work or facilitating a transition to another shift, the provisions of 16.02 (a) & (b) will not apply unless those provisions are applicable to the rest of the crew or the supervisor works more than two (2) hours beyond the end of their scheduled shift.

- b) Recognizing emergency situations will arise, if the Employer has not scheduled in excess of the eleven (11) hour shift, the Employer shall be granted a one (1) hour extension where the Employer need not supply a hot meal.

ARTICLE 18.00 – WAITING AND REPORTING TIME

Amend Article 18.03 to read:

18.03

In the event a lack of work is due to a situation under the control of the Employer, the following shall apply:

- a) If an employee reports but is not placed to work, they shall be entitled to a minimum of three (3) hours of pay at the applicable rate of pay. If this occurs more than two (2) consecutive normal working days, then the employee shall, at their option, be entitled to a layoff.
- b) If an employee starts work and is then sent home by the Employer for lack of work, they shall be entitled to a minimum of three (3) hours of pay at the applicable rate of pay and if they are required to stay beyond the regular lunch break period, they shall be entitled to the actual waiting and working time at the applicable rate of pay.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

Monetary Package Changes:

Agreement effective the first Sunday following confirmation of allocation of increases (July 28, 2019).

Wage Package Increases:

Effective:

July 28, 2019	2.2% on the Total Wage Package
May 3, 2020 (1 st Sunday in May)	2.2% on the Total Wage Package
May 2, 2021 (1 st Sunday in May)	2.2% on the Total Wage Package

General Foreperson:

Effective July 28, 2019: General Foreperson differential increased by \$2.00. General Foreperson Wage Rate to be \$9.00 above Journeyperson Wage Rate.

Foreperson:

Effective July 28, 2019: Foreperson differential increased by \$1.00. Foreperson Wage Rate to be \$6.00 above Journeyperson Wage Rate.

Contributions:

Helmets to Hardhats:

Employers to contribute \$0.01 per hour worked to Helmets to Hardhats effective July 28, 2019.

Transportation Rate:

Effective:

July 28, 2019	\$0.58 per kilometre
May 3, 2020 (1 st Sunday in May)	CRA Rate per kilometre
May 2, 2021 (1 st Sunday in May)	CRA Rate per kilometre

See Appendix "E" – Ontario Wage & Benefit Schedule (page 17 & 18 of MoA)

BCA / IBB LOCAL 128 -- MEMORANDUM OF AGREEMENT

**BOILERMAKER CONTRACTORS' ASSOCIATION &
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS (LOCAL LODGE 128)**

**APPENDIX: ONTARIO
WAGE AND BENEFIT SCHEDULE**

Classification	Effective Date	Hourly Wage Rate	Vacation Pay %	Statutory Holiday Pay %	(A)							(Outside the Total Wage Package)					Employee Deduction
					Health & Welfare	Pension	Union Promotion	Educational Training	Apprenticeship	National Training (1)	Total Wage Package	Educational Training (2)	Administration & Workforce Planning (2)	De Novo (22.04 = \$0.02 from Employer + \$0.02 from Employee)	Helmets to Hard Hats (22) (2)	Total Cost	
General Foreperson	July 28, 2019	\$3.65	4.83	1.61	3.35	6.50	0.39	0.38	0.08	0.41	71.20	0.30	0.29	0.04	0.01	71.84	0.01
	May 3, 2020	\$4.85	4.94	1.65	3.35	6.50	0.39	0.38	0.08	0.41	72.55	0.30	0.29	0.04	0.01	73.19	0.01
	May 2, 2021	\$6.08	5.05	1.68	3.35	6.50	0.39	0.38	0.08	0.41	73.92	0.30	0.29	0.04	0.01	74.56	0.01
Foreperson	July 28, 2019	\$0.65	4.56	1.52	3.35	6.50	0.39	0.38	0.08	0.41	67.64	0.30	0.29	0.04	0.01	68.48	0.01
	May 3, 2020	\$1.88	4.67	1.56	3.35	6.50	0.39	0.38	0.08	0.41	69.19	0.30	0.29	0.04	0.01	69.83	0.01
	May 2, 2021	\$3.08	4.78	1.59	3.35	6.50	0.39	0.38	0.08	0.41	70.56	0.30	0.29	0.04	0.01	71.20	0.01
Assistant Foreperson	July 28, 2019	46.88	4.20	1.40	3.35	6.50	0.39	0.38	0.08	0.41	63.38	0.30	0.29	0.04	0.01	64.00	0.01
	May 3, 2020	47.85	4.31	1.44	3.35	6.50	0.39	0.38	0.08	0.41	64.71	0.30	0.29	0.04	0.01	65.35	0.01
	May 2, 2021	49.08	4.42	1.47	3.35	6.50	0.39	0.38	0.08	0.41	66.08	0.30	0.29	0.04	0.01	66.72	0.01
Journeyperson	July 28, 2019	44.65	4.02	1.34	3.35	6.50	0.39	0.38	0.08	0.41	61.12	0.30	0.29	0.04	0.01	61.76	0.01
	May 3, 2020	45.85	4.13	1.38	3.35	6.50	0.39	0.38	0.08	0.41	62.47	0.30	0.29	0.04	0.01	63.11	0.01
	May 2, 2021	47.08	4.24	1.41	3.35	6.50	0.39	0.38	0.08	0.41	63.84	0.30	0.29	0.04	0.01	64.48	0.01
4th Year Apprentice (1) (90%)	July 28, 2019	40.19	3.82	1.21	3.35	6.50	0.39	0.38	0.08	0.41	56.13	0.30	0.29	0.04	0.01	56.77	0.01
	May 3, 2020	41.27	3.71	1.24	3.35	6.50	0.39	0.38	0.08	0.41	57.33	0.30	0.29	0.04	0.01	57.97	0.01
	May 2, 2021	42.37	3.81	1.27	3.35	6.50	0.39	0.38	0.08	0.41	58.58	0.30	0.29	0.04	0.01	59.20	0.01
3rd Year Apprentice (1) (80%)	July 28, 2019	38.72	3.21	1.07	3.35	6.50	0.39	0.38	0.08	0.41	51.11	0.30	0.29	0.04	0.01	51.75	0.01
	May 3, 2020	38.88	3.30	1.10	3.35	6.50	0.39	0.38	0.08	0.41	52.19	0.30	0.29	0.04	0.01	52.83	0.01
	May 2, 2021	37.84	3.39	1.13	3.35	6.50	0.39	0.38	0.08	0.41	53.29	0.30	0.29	0.04	0.01	53.93	0.01
2nd Year Apprentice (1) (70%)	July 28, 2019	31.28	2.81	0.94	3.35	6.50	0.39	0.38	0.08	0.41	46.12	0.30	0.29	0.04	0.01	46.76	0.01
	May 3, 2020	32.10	2.89	0.96	3.35	6.50	0.39	0.38	0.08	0.41	47.06	0.30	0.29	0.04	0.01	47.70	0.01
	May 2, 2021	32.98	2.97	0.99	3.35	6.50	0.39	0.38	0.08	0.41	48.03	0.30	0.29	0.04	0.01	48.67	0.01
1st Year Apprentice (1) (60%)	July 28, 2019	28.79	2.41	0.80	3.35	6.50	0.39	0.38	0.08	0.41	41.11	0.30	0.29	0.04	0.01	41.75	0.01
	May 3, 2020	27.81	2.48	0.83	3.35	6.50	0.39	0.38	0.08	0.41	41.93	0.30	0.29	0.04	0.01	42.57	0.01
	May 2, 2021	28.25	2.54	0.85	3.35	6.50	0.39	0.38	0.08	0.41	42.75	0.30	0.29	0.04	0.01	43.39	0.01
Pre-Apprentice (80%)	July 28, 2019	26.78	2.41	0.80	3.35	-	-	-	-	-	33.35	0.30	0.29	0.04	0.01	33.99	0.01
	May 3, 2020	27.81	2.48	0.83	3.35	-	-	-	-	-	34.17	0.30	0.29	0.04	0.01	34.81	0.01
	May 2, 2021	28.25	2.54	0.85	3.35	-	-	-	-	-	34.99	0.30	0.29	0.04	0.01	35.63	0.01

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

BOILERMAKER CONTRACTORS' ASSOCIATION &
INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS,
FORGERS AND HELPERS (LOCAL LODGE 128)

APPENDIX: ONTARIO
WAGE AND BENEFIT SCHEDULE

[REVISED FOR SETTLEMENT - EFFECTIVE JULY 28, 2019]

Effective Date	July 28, 2019	May 3, 2020	May 2, 2021
Hours of Work	8	8	8
(See Article 14.00)			
Shift Premium			
2nd Shift	1 1/5	1 1/5	1 1/5
3rd Shift	1 1/5	1 1/5	1 1/5
Overtime	2	2	2
Transportation Rate	0.68	TBD PER CRA	TBD PER CRA
<u>Subsistence</u>			
Southern Ontario	\$119 / Day Worked	\$119 / Day Worked	\$119 / Day Worked
(Toronto, Sarnia, Hamilton, Kingston Out of Work List Areas)			
<u>Subsistence</u>			
Northern Ontario	\$125 / Day Worked	\$125 / Day Worked	\$125 / Day Worked
(Winnipeg, Thunder Bay, Sudbury Out of Work List Areas)			

<u>Summary of Contributions contained in National Training Column (on page 1)</u>	
National Training (NTTF)	\$0.10
Common Welder Program	\$0.10
<u>IBB/Union Funds</u>	
National Organizing	\$0.04
National Health & Safety	\$0.10
Union Promotion	\$0.03
National Marketing	\$0.04

<u>Summary of Contributions contained in Administration and Workforce Planning Column (on page 1)</u>	
BCA Administration Fund	\$0.25
Workforce Planning	\$0.03
Ontario Construction Secretariat	\$0.01

FOOTNOTES:

- (1) See above for breakdown of National Training.
- (2) Effective June 23, 2013, the Educational Training Fund increased by \$0.30 for the province of Ontario. This increase is outside the total wage package until April 30, 2022.
- (3) See above for breakdown of Administration and Workforce Planning.
- (4) Effective June 23, 2013, \$0.01/hour worked will be deducted from each employee and will be directed to Helmets to Hardhats (#121). Effective July 28, 2019, the Employer will contribute \$0.01/hour worked to Helmets to Hardhats (#121). Therefore \$0.02/hour worked will be remitted for H2H (\$0.01 on behalf of the employee and the \$0.01 on behalf of the Employer).

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

HOUSEKEEPING ITEMS

- 1) Merge Master Portion and Appendix language into one Agreement.
- 2) Amend Collective Agreement Language as follows:
 - Business Manager: Will be changed to Business Manager/Secretary-Treasurer
 - employer: will be changed to Employer
 - Out of Work list/out of work list: will be changed to Out-of-Work List
 - collective agreement: will be changed to Collective Agreement
 - recognized holiday: will be changed to Recognized Holiday
- 3) Amend Article 1.01 (3rd paragraph) and Article 23.01 to reference new Memorandum of Agreement date of July 25, 2019.
- 4) Amend Article 32.02 to reference new 3 year term of July 28, 2019 to April 30, 2022.
- 5) Update address/contact information – Shown on pages 20 – 24 of this Memorandum of Agreement.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

HOUSEKEEPING ITEMS CONTINUED

Amend to read:

ADDRESSES

INTERNATIONAL BROTHERHOOD OF BOILERMAKERS, IRON SHIP BUILDERS, BLACKSMITHS, FORGERS AND HELPERS

Arnie Stadnick, International Vice-President

Western Canadian Office

#204, 10059 – 118 Street

Edmonton, AB T5K 0B9

TELEPHONE: (780) 483-0823

FAX: (780) 489-3043

EMAIL: astadnick@boilermakers.org

Cory Channon, Assistant to the International President

Telephone: (780) 418-0322

Fax: (780) 418-0726

EMAIL: cchannon@boilermakers.org

Richard Macintosh, International Representative-CSO

TELEPHONE: (604) 277-6042

FAX: (604) 277-6057

EMAIL: rmacintosh@boilermakers.org

Kent Oliver, International Representative-CSO

TELEPHONE: (506) 738-2564

FAX: (506) 738-2598

EMAIL: koliver@boilermakers.org

Jonathan White, International Representative-CSO

TELEPHONE: (905) 341-2282

EMAIL: jwhite@boilermakers.org

Michel Trepanier, International Representative-CSO

TELEPHONE: (514) 327-6135

EMAIL: mtrepanier@boilermakers.org

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

LODGE 203

Province of Newfoundland and Labrador

OUT-OF-WORK LIST

P.O. Box 250

Holyrood, NL A0A 2R0

Telephone: (709) 229-7958

Fax: (709) 229-7300

LODGE 73

Provinces of Nova Scotia, New Brunswick, and Prince Edward Island

OUT-OF-WORK LIST - NEW BRUNSWICK

345 King William Rd.

Saint John, NB E2M 7C9

Telephone: (506) 634-7386

Fax: (506) 634-0411

OUT-OF-WORK LIST - NOVA SCOTIA

124 Parkway Drive

Truro, NS B2N 5A9

Telephone: (902) 897-7306

Fax: (902) 897-7305

LODGE 128

Province of Ontario

OUT-OF-WORK LIST - TORONTO

1035 Sutton Drive

Burlington, ON L7L 5Z8

Telephone: (905) 332-0128

Fax: (905) 332-9057

OUT-OF-WORK LIST - HAMILTON

1035 Sutton Drive

Burlington, ON L7L 5Z8

Telephone: (905) 315-1040

Fax: (905) 332-3295

OUT-OF-WORK LIST - SARNIA

128 Business Park Drive

Sarnia, ON N7W 0A3

Telephone: (519) 336-6051

Fax: (519) 336-3252

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

OUT-OF-WORK SUDBURY

2413 Lasalle Blvd.

Sudbury, ON P3A 2A9

Telephone: (705) 560-0128

Fax: (705) 560-4701

LODGE 555

Provinces of Manitoba and Saskatchewan

OUT-OF-WORK LIST - WINNIPEG

110 Haarsma Road

East St. Paul, MB R2E 0M8

Telephone: (204) 987-9200

Fax: (204) 987-9219

OUT-OF-WORK LIST - REGINA

350 Soloman Drive

Regina, SK S4N 5A8

Telephone: (306) 949-4452

Fax: (306) 543-9339

LODGE 128/555

Province of Ontario

OUT-OF-WORK LIST - THUNDER BAY

878 A Tungsten Street

Thunder Bay, ON P7B 6J3

Telephone: (807) 623-8186

Fax: (807) 623-9294

LODGE 146

Province of Alberta

OUT-OF-WORK LIST - EDMONTON

15220 – 114 Avenue

Edmonton, AB T5M 2Z2

Telephone: (780) 451-5992

Fax: (780) 451-3927

OUT-OF-WORK LIST - CALGARY

11055 – 48 Street, SE

Calgary, AB T2C 1G8

Telephone: (403) 253-6976

Fax: (403) 252-4187

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

LODGE 359

Province of British Columbia

OUT-OF-WORK LIST - BURNABY

5510 – 268th Street,
Langley, BC V4W 3X4

Telephone: (778) 369-3590

Fax: (778) 369-3595

LODGE 271

Province of Quebec

OUT-OF-WORK LIST - QUEBEC

1205, boul. St-Jean-Baptiste
Pointe-Aux-Trembles, QC H1B 4A2

Telephone: (514) 327-6135

Fax: (514) 327-7294

LODGE 133

#204, 10059 – 118 Street
Edmonton, AB T5K 0B9

Telephone: (780) 483-0823

Fax: (780) 489-3043

NUNAVUT, NORTHWEST TERRITORIES, YUKON, & DISTRICT OF MACKENZIE

Please contact the International Office of the International Brotherhood of Boilermakers or the Office of the Boilermaker Contractors' Association for the Working Terms & Conditions and the Wage & Benefit Schedule(s) applicable in these areas.

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

HOUSEKEEPING ITEMS CONTINUED

BOILERMAKER CONTRACTORS' ASSOCIATION

Sara Scott, Executive Director
20 Corporate Park Drive, Suite 102
St. Catharine's, ON L2S 3W2
Telephone: (905) 684-2244
Fax: (905) 682-2320
Email: sscott@bcacanada.ca
Website: www.bcacanada.ca

Marty Albright, Director of Labour Relations
20 Corporate Park Drive, Suite 102
St. Catharine's, ON L2S 3W2
Telephone: (905) 684-2244
Fax: (905) 682-2320
Email: malbright@bcacanada.ca
Website: www.bcacanada.ca

BCA / IBB LOCAL 128 – MEMORANDUM OF AGREEMENT

Other Items Agreed to:

- 1) Employees of Joint Trusts are not eligible to sit as Trustees – Agreed to refer to NTTF Trustees for resolve
- 2) Refer Sarnia IEC Training discussion to Liaison Committee

Liaison Committee Discussion Items:

All matters referred to Liaison Committee for discussion as follows:

- 1) Include Dispatch Slip Requirements as an Addendum, including:
 - Job Ready Dispatch Training
 - Weld Tickets
 - Any additional training/requirements (example Aerial Work Platform)
 - Other requirements
- 2) Local 128 Job Ready Dispatch Database
 - Online Contractor access (24/7) and ability to download JRD certifications.
 - Centralized Database – Local Training Certificate database speaking to National database to support onboarding
- 3) Establish Working Sub-Committee to look at cleaning-up the Article 19.00 language
- 4) Clarify the intent of the number of days allowed to fill a call (3 days (72 hours) from the date/time Contractor places request for manpower.
- 5) Clarify interpretation if an individual is required to travel to take a weld test, pay for travel is compensated but no payment for failed weld test.
- 6) Availability of well-rounded/experienced General Foremen
 - Promotion of available NTTF courses to Contractors
 - Develop a survey for Contractors to complete at the end of the job to highlight those members who would be suitable and have potential for further Supervisory training
- 7) Lack of/need to increase ranks of qualified Welders
 - Increase the number/participants in the PSW Program
 - TIG Welders appear to be in short supply in addition to mechanics
- 8) National Transient Local (NTL Concept)
- 9) Qualified Tradespersons in sufficient numbers to meet present and future forecast demands
- 10) Reduced Jurisdictional Disputes – Use of the Canadian Plan
- 11) Sixty (60) days notice for Wage and Benefit Schedule changes (where possible)